

Approved by OMB
3060-0440
Expires 2/28/93

FEDERAL COMMUNICATIONS COMMISSION
FEE PROCESSING FORM

FOR
FCC
USE
ONLY

FCC/MELLON OCT 19 1992

Please read instructions on back of this form before completing it. Section I MUST be completed. If you are applying for concurrent actions which require you to list more than one Fee Type Code, you must also complete Section II. This form must accompany all payments. Only one Fee Processing Form may be submitted per application or filing. Please type or print legibly. All required blocks must be completed or application/filing will be returned without action.

SECTION I			
APPLICANT NAME (Last, first, middle initial) The Petroleum V. Nasby Corporation			
MAILING ADDRESS (Line 1) (Maximum 86 characters - refer to Instruction (2) on reverse of form) c/o Bechtel & Cole Chartered (ACF)			
MAILING ADDRESS (Line 2) (if required) (Maximum 86 characters) 1901 L Street, N.W., Suite 250			
CITY Washington			
STATE OR COUNTRY (if foreign address) D.C.	ZIP CODE 20036	CALL SIGN WSWR(FM)	OTHER FCC IDENTIFIER
Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.			
(A) FEE TYPE CODE (1) M P R	(B) FEE MULTIPLE (if required)	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A) \$ 565.00	FOR FCC USE ONLY

BECHTEL & COLE
FILE COPY

53

SECTION II — To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.			
(A) FEE TYPE CODE	(B) FEE MULTIPLE (if required)	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY
(2)		\$	
(3)		\$	
(4)		\$	
(5)		\$	
ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.			
TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING \$ 565.00			FOR FCC USE ONLY

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FEE PROCESSING FORM

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SECTION I

COPY

APPLICANT NAME (Last, first, middle initial)

The Petroleum V. Nasby Corporation

MAILING ADDRESS (Line 1) (Maximum 36 characters - refer to Instruction (2) on reverse of form)

c/o Bechtel & Cole Chartered (ACF)

MAILING ADDRESS (Line 2) (if required) (Maximum 36 characters)

1901 L Street, N.W., Suite 250

CITY

Washington

STATE OR COUNTRY (if foreign address)

D.C.

ZIP CODE

20036

CALL SIGN

WSWR (FM)

OTHER FCC IDENTIFIER

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.

(A)	(B)	(C)										
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M	P	R										
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SECTION II — To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

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FOR FCC USE ONLY												

INSTRUCTIONS FOR COMPLETING FEE PROCESSING FORM, FCC FORM 155, August 1991

- (1) **"Applicant Name"** - Enter the name (last, first, middle initial) of the applicant as it appears on the original application or filing being submitted with this Fee Processing Form. If company, enter name which is used commercially.
- (2) **"Mailing Address (Line 1)"** - Enter the street address or post office box number to which the applicant wishes correspondence sent.
- (3) **"Mailing Address (Line 2)"** - This line may be used for further identification of the address if additional space is required.
- (4) **"City"** - Enter the name of the city associated with the given street address.
- (5) **"State or Country"** - Enter the appropriate two-digit state abbreviation as prescribed by the U.S. Postal Service. If address is foreign, enter the appropriate country name here.
- (6) **"ZIP Code"** - Enter the appropriate five or nine-digit ZIP Code prescribed by the U.S. Postal Service.
- (7) **"Call Sign or Other FCC Identifier"** - Enter the applicable call or unique FCC identifier, if any, as shown on your attached application or filing. If applying for a service affecting more than one call sign, enter one call sign only.
- (8) **Column (A), "Fee Type Code"** - Enter correct Fee Type Code(s) from the appropriate Fee Filing Guide. Only one Fee Processing Form may be submitted per application or filing. Inaccurate or erroneous Fee Type Codes may result in your application or filing being returned to you without further processing.
- (9) **Column (B), "Fee Multiple"** - Certain applications and filings may request action with respect to more than one station, license, frequency, or party and can be submitted together with one check if they meet specific conditions. This column is used only if a multiple, i.e., two or more, is being applied for. Examples of when this would be used are renewing more than one call sign, frequency, station, or the transfer of control of more than one station. Refer to the appropriate Fee Filing Guide for additional information.
- (10) **Column (C), "Fee Due for Fee Type Code in Column (A)"** - Enter in this block the amount of the fee associated with the Fee Type Code shown in Column (A) (times (X) the fee multiple, if required).
- (11) **"Total Amount Remitted With This Application or Filing"** - Enter the total of lines (1) through (5) of Column (C). This amount should equal the amount of your check or money order. We will not accept multiple checks.

HOW TO SUBMIT APPLICATIONS AND FILINGS

o Each application or filing should be assembled with the Fee Processing Form, FCC Form 155, stapled to the top of the application with the check placed on top of the Fee Processing Form. **DO NOT STAPLE THE CHECK TO THE APPLICATION OR FEE PROCESSING FORM, FCC FORM 155.** Required copies of applications should be clearly identified as "duplicate copy" and placed behind the original package. **"Stamp and receipt" copies should be placed on top of the original package and CLEARLY identified as return copies.** Extraneous material and extra copies should be avoided at all times. Failure to follow these instructions will delay the processing of your submission.

o Completed applications or filings should be mailed to the proper address shown in the Fee Filing Guide for the particular service for which you are applying or making a filing. All applications and filings must be properly addressed to the appropriate P.O. box number, even if hand delivered to the address listed below. Applications received before midnight on a normal business day will receive that day's date as the receipt date. Deliveries made after midnight on Fridays will not be "officially" receipted until the next Monday. Applications received on weekends and government holidays are dated the next regular business day.

o A single check, bank draft or money order made payable to the Federal Communications Commission and denominated in U.S. dollars and drawn upon a U.S. financial institution must be included with each application or filing requiring a fee. No postdated, altered or third-party checks will be accepted. Do not send cash.

o Parties hand delivering applications or filings may receive dated receipt copies by presenting copies of the applications or filings to the acceptance clerk at the time of delivery. Receipts will be provided for mail-in applications or filings if an extra copy of the application or filing is provided along with a self-addressed stamped envelope. Only one piece of paper per application or filing will be stamped for receipt purposes.

REMEMBER

o A separate completed Fee Processing Form is required with each application or filing except in certain circumstances. Please refer to the appropriate Fee Filing Guide for additional information.

o A wrong Fee Type Code or incorrect remittance may result in your application or filing being returned without processing, or result in the dismissal of your application or filing. Please ensure that FEE TYPE CODES are correct and that your check or money order equals the amount shown in the TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING block before submitting your application or filing.

o If you have any questions completing this form, please call the Fees Hotline, 202/632-FEES.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 1, Subpart G of the Commission's rules authorize the FCC to request the information on this form. The information requested is required in order to obtain a license or authorization from the Commission. The purpose of the information is to provide a means to link a fee payment to a specific invoice, application or filing. The information will be used by the Commission to maintain data concerning fees paid to the Commission, for internal financial control, audit, and reporting purposes. Information requested on this form will be available to the public. Your response is required to obtain a license or other authorization from the Commission.

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Federal Communications Commission, Office of Managing Director, Washington, DC 20554, and to the Office of Management and Budget, Paperwork Reduction Project (3060-0440), Washington, DC 20503.

THIS ADDRESS IS FOR HAND CARRY OR COURIER DELIVERY ONLY:

Federal Communications Commission
c/o Mellon Bank
Three Mellon Bank Center
525 William Penn Way
27th Floor, Room 153-2713
Pittsburgh, Pennsylvania 15259-0001
(Attention: Wholesale Lockbox Shift Supervisor)

W S W R - WIZARD 100
47 E. MAIN ST. PH. 419-347-9797
SHELBY, OHIO 44875

8550

PAY
TO THE
ORDER OF

Federal Communications Commission

9-21-92

56-485
412

\$ 565.00

Five hundred Sixty Five

DOLLARS



THE
FIRST NATIONAL
BANK OF SHELBY - OHIO

FOR

Timothy F. Moore

⑈008550⑈ ⑆041204852⑆

140⑈7⑈

BECHTEL & COLE
CHARTERED
ATTORNEYS AT LAW
SUITE 250
1901 L STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 833-4190

ANN C. FARHAT
—
ADMITTED MICHIGAN ONLY

TELECOPIER
(202) 833-3084

October 19, 1992

By R & S Couriers

Federal Communications Commission
Mass Media Services
Post Office Box 358350
Pittsburgh, PA 15251-5350
c/o Mellon Bank
Three Mellon Bank Center
525 William Penn Way
27th Floor, Room 153-2713
Pittsburgh, PA 15259-0001
(Attention: Wholesale Lockbox Shift Supervisor)

Dear Sir/Madam:

Enclosed for filing with the Federal Communications Commission (FCC) in triplicate is an application for transfer of control of The Petroleum V. Nasby Corporation (FCC Form 315), licensee of Station WSWR(FM), Shelby, OH. Also enclosed is the requisite filing fee payable to the FCC in the amount of \$565.00.

The proposed transfer of 70.25 shares of stock in the licensee corporation from Joanne L. and Thomas F. Root, Jointly, to Ginsburg, Feldman & Bress, Chartered, is contingent on the FCC's approval nunc pro tunc of a prior transfer of 70.25 shares of stock from Thomas L. Root to Joanne L. and Thomas F. Root, Jointly, which forms a part of a transfer of control application of the licensee corporation filed contemporaneously on this date. The proposed transfer of 70.25 shares herein independently does not result in the transfer of more than 50% of the stock of the licensee corporation, however, if combined with the prior transactions which are the subject of the contemporaneously filed transfer of control application, more than 50% of the stock of the licensee corporation is being transferred. The proposed long-form transfer herein will also permit the FCC to "pass upon" the qualifications of Ginsburg, Feldman & Bress, Chartered.

BECHTEL & GOLE

CHARTERED

Federal Communications Commission
October 19, 1992
Page Two

Should you have any questions concerning the transferee section of this application, please contact E. William Henry, Esquire, Ginsburg, Feldman & Bress, Chartered, 1250 Connecticut Avenue, N.W., Washington, D.C. 20036 (202/637-9040). Questions concerning the transferor/licensee sections of this application should be directed to undersigned counsel.

Sincerely,

Ann C. Farhat

Ann C. Farhat

Counsel for The Petroleum V.
Nasby Corporation

Enclosures

courtesy copy: Michael Wagnor, Esquire
Supervising Attorney,
FM Branch, Mass Media Bureau
1919 M Street, N.W., Room 332

cc w/enc: Timothy J. Moore, President
The Petroleum V. Nasby Corporation

E. William Henry, Esquire
Ginsburg, Feldman & Bress, Chartered

COMMISSION USE ONLY

File No.

United States of America
Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3000-0032
Expires 6/30/89

**APPLICATION FOR CONSENT TO TRANSFER OF CONTROL OF CORPORATION HOLDING BROADCAST
STATION CONSTRUCTION PERMIT OR LICENSE**

(Carefully read instructions before filling out Form — RETURN ONLY FORM TO FCC)

GENERAL INFORMATION

Section I

Part I — Transferor

1. Name of Transferor Joanne L. Root and Thomas F. Root, Jointly

Street Address

City

1 1 8 P L Y M O U T H S T R E E T P L Y M O U T H

State

Zip Code

Telephone No.

(include area code)

O H

4 4 8 6 5

419/ 687-8160

2. Authorization held by corporation whose control is to be transferred

a. Call Letters Location
WSWR (FM) Shelby, OH

b. Has the station commenced its initial program tests within the past twelve months?

☐ YES ☒ NO

If yes, was the initial construction permit granted after comparative hearing?

☐ YES ☐ NO

If yes, attach as Exhibit No. the showing required by Section 73.3597.

3. Call letters of any Remote Pickup, STL, SCA, or other stations held by corporation whose control is to be transferred:

4. Attach as Exhibit No. A a copy of the contract or agreement for transfer of control of the licensee. If there is only an oral agreement, reduce the terms to writing and attach.

5. Attach as Exhibit No. B a full narrative statement as to the means by which transferor has control over the licensee and the manner by which control over licensee is being transferred.

6. Stock holdings of transferor in licensee:

NAME OF TRANSFEROR	INTEREST HELD		LICENSEE'S TOTAL SHARES OUTSTANDING	
	BEFORE TRANSFER Shares %	AFTER TRANSFER Shares %	BEFORE TRANSFER	AFTER TRANSFER
Joanne L. and Thomas F. Root, Jointly (Joanne L. Root will also continue to hold 15 shares (3.3%) individually and Thomas F. Root will continue to hold 5 shares (1.1%) individually).	75.25 17.1%	5 1.1%	450	450

Part I

7. State in Exhibit No. C whether the transferor, or any partner, officer, director, members of the transferor's governing board, or any stockholder owning 10% or more of the transferor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or an application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection; (iii) call letters or file number of application, or docket number; (iv) location.

8. Since the filing of the transferor's last renewal application for the station affected by this transfer, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to transferor, or any partner, officer, director, member of the transferor's governing board or any stockholder owning 10% or more of transferor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony, lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

☐ YES ☒ NO

If Yes, attach as Exhibit No. _____ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

SECTION VI

Part I — TRANSFEROR

TRANSFEROR'S CERTIFICATION

The TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The TRANSFEROR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the TRANSFEROR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant change in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, Section 1001

I certify that the transferor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 22nd day of September, 1992

Joanne L. Root and Thomas F. Root, Jointly

Name of Transferor.

Joanne L. Root
Individually

Signature

Thomas F. Root
Individually

Title

Exhibit A

Attached are copies of the Pledge Agreement dated July 9, 1990 between and among Joanne L. Root and Thomas F. Root (Pledgors) and Ginsburg, Feldman & Bress, Chartered (Pledgee) and Supplement to Pledge Agreement between and among the same parties dated September 9, 1991.

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT ("Pledge Agreement") is made as of this 9th day of July 1990, by and among Joanne L. Root and Thomas F. Root, individuals residing in Plymouth, Ohio (hereinafter individually referred to as "Pledgor" and collectively referred to as "Pledgors"), and Ginsburg, Feldman & Bress, Chartered, a Washington, D.C. corporation (hereinafter referred to as "Pledgee").

RECITAL

Pledgors have heretofore requested Pledgee to continue its legal representation of their son, Thomas L. Root ("Root") pursuant to that certain Letter Agreement, dated August 1, 1989, by and between Root and Pledgee, and Pledgee has agreed to continue such representation subject to certain conditions.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. PLEDGE OF STOCK.

Pledgors hereby pledge and deposit with Pledgee all of the stock owned by the Pledgors in the Petroleum V. Nasby Corporation, licensee and permittee of radio station WSWR-FM (the "Company"), which stock constitutes twenty-one and one tenth percent (21.1%) of the Company's total issued and outstanding stock (the "Company Stock") (certificates for which, accompanied

m.l.b.
9/1/91

by stock powers duly executed in blank by Pledgors, are attached hereto and are being delivered to Pledgee simultaneously with the execution of this Pledge Agreement), and hereby assign, transfer and set over to Pledgee all of the Pledgors' rights, title and interests in and to such Company Stock (and in and to such certificates) to be held by Pledgee upon the terms and conditions set forth in this Pledge Agreement as security and collateral (i) for the due performance and compliance by Pledgors with all of the terms and provisions of this Pledge Agreement; (ii) for the payment, when and as due and payable, of any and all of Root's liabilities to Pledgee in connection with legal services rendered to him. The Company Stock, together with all other securities and monies at any time pledged, assigned, or granted to Pledgee hereunder, is hereinafter called the "Collateral."

SECTION 2. REPRESENTATIONS AND WARRANTIES.

Pledgors represent and warrant to Pledgee as follows:

(a) No Conflicting Agreements. The execution, delivery and performance by the Pledgors of this Pledge Agreement will not (i) violate any provision of law now in effect, any order of any court or other agency of government, or any indenture, agreement or other instrument to which they are a party or by which they or any of their properties are bound; (ii) be in conflict with, result in a material breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or (iii) result in the creation or imposition of

any lien, charge or encumbrance of any nature whatsoever upon any of their properties or assets except as contemplated by the provisions of this Pledge Agreement.

(b) Binding Agreement. This Pledge Agreement constitutes a legal, valid and binding joint and several obligation of the Pledgors, enforceable against each Pledgor in accordance with the terms hereof.

(c) Stock Ownership. As to each share of the Company Stock at any time pledged or required to be pledged hereunder:

(i) the Pledgor in whose name such stock is registered is the sole legal and beneficial owner thereof;

(ii) such Company Stock is validly issued, fully paid and non-assessable and constitutes all of the outstanding stock of the Company that has been issued to Pledgors.

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9/1/91

These representations and warranties shall be true as of the date of the execution of this Pledge Agreement and throughout the duration of Pledgee's legal representation of Root and until all amounts owed Pledgee in connection with such representation shall have been paid in full.

SECTION 3. VOTING.

While this Pledge Agreement is in effect, Pledgors shall be entitled to vote their shares of the Company Stock and to give consents, waivers and ratifications in respect thereof, provided that no vote shall be cast, or consent, waiver or ratification given, or action taken, which would violate or be inconsistent

with any of the terms and provisions of this Pledge Agreement. All such rights of Pledgors to vote and give consents, waivers and ratifications shall cease in case an Event of Default (as hereinafter defined) shall occur and be continuing, and any necessary consents, including the consent of the Federal Communications ("FCC"), shall have been obtained.

SECTION 4. DIVIDENDS AND OTHER DISTRIBUTIONS.

Pledgors, in the absence of an Event of Default (as hereinafter defined), shall be entitled to receive any cash dividends declared on the Company Stock, but Pledgors will not vote to permit or approve the issuance of any additional shares of the Company Stock of any class or the declaration, order or setting apart of any sum or any property or assets by the Company for any dividend on account of any shares of Company Stock of any class of stock outstanding without the prior written consent of Pledgee. Pledgee shall be entitled to receive directly, and to retain as part of the Collateral, the following: (i) all other or additional (or less) stock or any other securities or property (including, without limitation, cash) paid or distributed in respect of the Company Stock by way of stock-split, spin-off, split-up, reclassification, combination of shares or similar corporate rearrangement; and (ii) all other or additional stock or other securities or property (including, without limitation, cash) which may be paid or distributed in respect of the Collateral by

reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization.

SECTION 5. EVENTS OF DEFAULT.

The occurrence of any one or more of the following events (hereinafter sometimes referred to as "Events of Default") shall constitute a default hereunder:

(i) Any representation or warranty made by Pledgors proves to be false or misleading in any material respect; or

(ii) Failure of Root to pay any amounts due to Pledgee in connection with Pledgee's representation of Root within thirty (30) days of notification of such amounts due.

In the event of default, Pledgee shall inform Pledgors in writing that an event of default has occurred and is continuing, whereupon Pledgee shall be entitled to exercise the rights, powers and remedies set forth in Section 6 hereof.

SECTION 6. REMEDIES UPON DEFAULT.

If an Event of Default shall have occurred and be continuing, Pledgee shall be entitled to exercise all of the rights, powers and remedies (whether vested in him by this Pledge Agreement or by law or otherwise, including, without limitation, those of a secured party under the Uniform Commercial Code) available for the protection and enforcement of Pledgee's rights in respect of the Collateral, and the Pledgee shall be entitled, subject to the

prior consent of the FCC when and as necessary, and without other limitation in such event, as follows:

(i) to receive all amounts payable in respect of the Collateral otherwise payable under Section 4 to Pledgors;

(ii) to transfer all or any part of the Company Stock into Pledgee's name or the name of its nominee or nominees in full satisfaction of the debt, provided, however, that Pledgors shall have ten (10) days from Pledgee's notification to them of the default to retire the debt in full and redeem the collateral;

(iii) to vote all or any part of the Company Stock (whether or not transferred into the name of Pledgee), give all consents, waivers and ratifications in respect thereof or otherwise act with respect to the Collateral as though the Pledgee were the outright owner thereof; and Pledgors hereby irrevocably constitute and appoint Pledgee the proxy and attorney-in-fact of the Pledgors with full power of substitution to do so, such appointment being coupled with an interest;

(iv) to the extent permitted by law and this Pledge Agreement, to sell, assign, and deliver or grant options to purchase, all or any part of the Collateral at a commercially reasonable public or private sale, and the parties agree that written notice by Pledgee to Pledgors (as provided herein) at least five (5) days prior to the date of sale of the Collateral shall constitute reasonable notice thereof. Pledgee agrees that, if it chooses to sell the collateral, it will take all reasonable steps promptly to effectuate such sale, and in no event shall the

sale take place more than sixty (60) days after Pledgee's notification to Pledgors of the existence of a default. Pledgors hereby waive and release to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral. At any such sale, unless prohibited by applicable law, Pledgors or Pledgee may bid for and purchase all or any part of the Collateral so sold free and clear from any such right or equity of redemption.

SECTION 7. REMEDIES CUMULATIVE.

Each right, power and remedy provided for in this Pledge Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other such right, power or remedy. The exercise or beginning of the exercise of any one or more of the rights, powers or remedies provided for in this Pledge Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise of all such other rights, powers and remedies, and no failure or delay on the part of any party to exercise any such right, power or remedy shall operate as a waiver thereof.

SECTION 8. APPLICATION OF MONIES BY PLEDGEE.

All monies collected upon any sale or sales of the Collateral hereunder, together with all other monies received by the Pledgee

hereunder, shall be applied to the payment of all costs and expenses incurred or paid by Pledgee in connection with any sale, transfer or delivery of the Collateral or the collection of any such monies (including, without limitation, reasonable attorneys' fees and expenses), and the balance of such monies shall be held by Pledgee and applied by it at any time or from time to time to the payment of Root's liabilities in connection with legal services rendered in such order and manner as Pledgee in its sole discretion may determine.

SECTION 9. ABSOLUTE PLEDGE.

The obligations of Pledgors under this Pledge Agreement shall be absolute and unconditional, shall remain in full force and effect without regard to, and (except as provided in Section 14 hereof) shall not be released, suspended, terminated or otherwise affected by any circumstance or occurrence whatsoever, including, without limitation: (a) any furnishing of any additional collateral or security to Pledgee or any acceptance thereof or any release of any collateral or security in whole or in part by Pledgee (b) any limitation on any party's liability or obligations or any invalidity or unenforceability, in whole or in part, of any instrument or any term thereof; (c) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Company or any action taken with respect to this Pledge Agreement by any trustee or receiver, or by any court, in any such proceeding; or (f) any

other circumstance; whether or not Pledgors shall have notice or knowledge of any of the foregoing.

SECTION 10. FURTHER ASSURANCES.

Pledgors or Pledgee, as the case may be, at it or their expense shall execute, acknowledge and deliver all such instruments and take all such actions as any of the parties hereto may reasonably request in order to further effectuate the purposes of this Pledge Agreement and to carry out the terms hereof.

SECTION 11. TRANSFER OF COLLATERAL.

Pledgee may at any time or from time to time sell, assign or transfer, to any entity in which it shall have a controlling ownership interest, all or any part of its interest in the amounts owed by Root. Upon any such sale, assignment or transfer, Pledgee may sell, assign or transfer this Pledge Agreement and all or any part of the Collateral to such entity, and Pledgee shall be fully discharged thereafter from liability and responsibility with respect to such Collateral as transferred, and the transferee or transferees shall be vested with all the rights, powers and remedies of Pledgee hereunder with respect to the Collateral as transferred.

SECTION 12. PLEDGEES' DUTIES REGARDING THE COLLATERAL.

Pledgee shall exercise reasonable care in the custody and preservation of the Collateral in its possession to the extent

required by applicable statute or this Pledge Agreement, and shall be deemed to have exercised reasonable care if it takes such action upon the written request of the Pledgor, but no omission to do any act so requested by Pledgor shall be deemed a failure to exercise reasonable care unless such omission otherwise constitutes a breach of Pledgee's duty to exercise reasonable care. All costs reasonably incurred for protecting and safeguarding the collateral shall be borne by the Pledgors, and the Pledgee shall be promptly reimbursed for any such costs.

SECTION 13. COMMUNICATIONS LAWS.

Notwithstanding anything to the contrary contained in this or any other agreement, instrument or document executed by Pledgors or Pledgee, Pledgee will not take any action pursuant to this Pledge Agreement which would constitute or result in any assignment or transfer of any authorization issued by the FCC or any change of control of any station holding a station license or other authorization issued by the FCC if such assignment or transfer of license or other authorization or change of control would require, under then existing law (including the rules and regulations promulgated by the FCC), the prior approval of or other action by the FCC without first obtaining such approval or other action. Pledgors agree to take any action Pledgee may reasonably request in order to obtain and enjoy the full rights and benefits granted by this Pledge Agreement and each other agreement, instrument and document delivered to Pledgee in

connection therewith or in any document evidencing or securing the Collateral.

SECTION 14. TERMINATION AND RELEASE.

This Pledge Agreement shall terminate on the date on which Pledgee no longer represents Root, and, at that time, Pledgee, at the request and expense of Pledgors, shall execute and deliver to the Pledgors a proper instrument or instruments acknowledging the satisfaction and termination of this Pledge Agreement, and will duly assign, transfer and deliver to Pledgors such of the Collateral as has not theretofore been sold or otherwise applied or released pursuant to this Pledge Agreement.

SECTION 15. NOTICES.

All notices, demands, and requests required or permitted to be given under the provisions of this Pledge Agreement shall be (i) in writing, (ii) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, postage prepaid, return receipt requested, (iii) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows:

If to Pledgors:

Joanne L. Root
Thomas F. Root
118 Plymouth Street
Plymouth, Ohio 44865

If to Pledgee: Ginsburg, Feldman & Bress, Chartered
1250 Connecticut Avenue, N.W., #800
Washington, D.C. 20036
Attn: E. William Henry, Esquire
and to any such other or additional persons and addresses as any
party may from time to time designate in writing and deliver to
the other parties hereto.

SECTION 16. MISCELLANEOUS.

The obligations of the Pledgors under this Pledge Agreement shall be the joint and several obligations of the individual Pledgors. The terms of this Pledge Agreement shall inure to the benefit of and be enforceable by the parties hereto and any successors or assigns. This Pledge Agreement may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. The headings in this Pledge Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Pledge Agreement shall be governed by the laws of the District of Columbia. In the event that any one or more of the provisions contained in this Pledge Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Pledge Agreement, and this Pledge Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Words used herein, regardless of the

gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine or neuter, and any other number, singular or plural, as the context requires.

IN WITNESS WHEREOF, the parties hereto have caused this Pledge Agreement to be executed and delivered as of the date first above written.

PLEDGORS:



Joanne L. Root


Thomas F. Root

PLEDGE:

GINSBURG, FELDMAN & BRESS,
CHARTERED

By:


E. William Henry

SUPPLEMENT TO PLEDGE AGREEMENT

THIS SUPPLEMENT TO PLEDGE AGREEMENT (the "Supplement"), is made as of this 9th day of September, 1991, among Thomas F. Root and Joanne L. Root, individuals residing in Plymouth, Ohio (hereinafter collectively referred to as "Pledgor"); and Ginsburg, Feldman and Bress, Chartered, a District of Columbia corporation (hereinafter "Pledgee").

WITNESSETH:

WHEREAS, Pledgor and Pledgee entered into a Pledge Agreement dated July 9, 1990, whereby Pledgor pledged certain common voting stock in The Petroleum V. Nasby Corporation (hereinafter "the Company") to Pledgee in consideration of Pledgee providing professional services to Thomas L. Root; and

WHEREAS, Pledgee has made a demand pursuant to said Pledge Agreement that Pledgor transfer said stock to an escrow agent for subsequent transmittal to Pledgee; and

WHEREAS, certain ambiguities have arisen in the relationship between Pledgor and Pledgee which the parties desire to clarify;

NOW, THEREFORE, in consideration of the foregoing and of the terms, conditions and agreements set out below and other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Pledgor hereby reaffirms its obligations under the Pledge Agreement with respect to Seventy and One-Quarter (70.25) shares of stock in the Company, which stock represents Fifteen and Six-Tenths Percent (15.6%) of the issued and outstanding stock of the Company, which stock is represented by Share Certificate 61. Pledgor promptly shall comply with the requests of Pledgee with respect to said stock set out in Pledgee's letter to Pledgor dated July 10, 1991.

2. Pledgor and Pledgee agree that pursuant to the Pledge Agreement, Pledgor pledged to Pledgee only Seventy and One-Quarter (70.25) shares of stock in the Company, which amount of stock did not represent all of the shares in the Company owned jointly or severally by Pledgor. Accordingly, the first sentence of Section 1 of the Pledge Agreement is hereby amended to strike the phrases "all of the stock" and "twenty-one and one tenth percent" (21.1%) and to insert instead the phrases "Seventy and One-Quarter (70.25) shares of stock" and "fifteen and six-tenths percent (15.6%)" respectively. Section 2(c)(ii) of the Pledge Agreement is hereby amended to strike the phrase "and constitutes all of the outstanding stock of the Company that has been issued to Pledgors."

3. With respect to any shares of stock other than the aforementioned Seventy and One-Quarter (70.25) shares, Pledgee forever releases and holds harmless Pledgor, jointly and severally, from all actions, causes of action, claims, costs, demands, damages, expenses, and judgments which Pledgee has asserted or could have asserted against either or both of them arising from any matters with respect to said additional stock.

4. Pledgee acknowledges that Pledgor has not, jointly or severally, guaranteed personally any portion of Thomas L. Root's debt to Pledgee. Thus, with respect to said debt, Pledgee forever